

11/13/92



State of New Jersey
Department of Environmental Protection and Energy
Division of Responsible Party Site Remediation
Metro Regional Office
2 Babcock Place
West Orange, NJ 07052

Scott A. Weiner
Commissioner

Karl J. Delaney
Director

IN THE MATTER OF :
THE KODALUX PROCESSING SERVICES SITE : MEMORANDUM
AND : OF
EASTMAN KODAK COMPANY : AGREEMENT

This Memorandum of Agreement is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy (hereinafter "the Department" or "NJDEPE") by N.J.A.S. 13:1D-1 et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq. and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Assistant Director, Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The property that is the subject of this Memorandum of Agreement is owned by Eastman Kodak Company and is located at 16-31 Route 208, Fairlawn, NJ 07410, and is designated as Block 4801, Lot 1 on the tax maps of the Town of Fairlawn, Bergen County, New Jersey (hereinafter the "Site"). The Site encompasses 10 acres and is bounded generally by (Southwest) Route 208 North and (Northeast) Pollitt Drive.

2. The Eastman Kodak Company (hereinafter "Kodak"), incorporated in the State of New Jersey, with principal offices at 343 State Street, Rochester, New York, is the party executing this Memorandum of Agreement.

3. The intent of this Memorandum of Agreement is to allow Kodak to conduct any of the remedial activities outlined herein with oversight from the Department. Kodak has indicated to the Department that it wishes to conduct the following activities at the site with the Department's oversight:

- a. Remedial Investigation
- b. Feasibility Study

4. By entering into this Memorandum of Agreement, Kodak does not admit to any fact, fault or liability under any statute or regulation for conditions which existed before, during, or after Kodak's execution of this Memorandum of Agreement.

AGREEMENT

I. Remediation

5. Kodak agrees to submit the following documents and the Department agrees to review and comment on documents submitted.



- a. Remedial Investigation
 - i. Workplan
 - ii. Report
- b. Feasibility Study
 - i. Workplan
 - ii. Report

Kodak agrees to conduct all activities agreed to in this Memorandum of Agreement in accordance with the Department's prevailing technical standards and applicable Administrative Codes.

6. Within thirty (30) calendar days after the Department receipt of any submission pursuant to this Memorandum of Agreement, the Department will inform Kodak in writing of any administrative deficiencies in the submission that will prevent the Department from conducting its review. When the Department determines that the submission is administratively complete, the Department will notify Kodak in writing of the timeframe required for the Department to complete the review.

7. Within seven (7) days after the effective date of this Memorandum of Agreement, Kodak will submit to the Department: a) the name, address and telephone number of the individual who will be the contact for Kodak regarding technical matters concerning this Memorandum of Agreement and b) the name and address of the designated agent for Kodak for the purpose of service for all matters concerning this Memorandum of Agreement.

8. Kodak may terminate this Memorandum of Agreement if it is determined that it is no longer feasible or desirable to continue with this Memorandum of Agreement, when Kodak:

- a. Submits full payment to the Department for any Department oversight costs the Department incurred pursuant to this Memorandum of Agreement which Kodak has not paid;
- b. Notifies the Department in writing of its intentions to terminate this Memorandum of Agreement;
- c. Submits all data generated pursuant to this Memorandum of Agreement; and
- d. Ensures that no environmental hazards exist at the Site as a result of Kodak's actions pursuant to this Memorandum of Agreement.

II. Project Coordination

9. Unless otherwise directed by the Department, Kodak shall submit two (2) copies of all documents required by this Memorandum of Agreement to the person identified below, who shall be the Department's contact for Kodak for all matters concerning this Memorandum of Agreement.

New Jersey Department of Environmental Protection and Energy
Division of Responsible Party Site Remediation
Bureau of Field Operations - Metro Regional Office
2 Babcock Place
West Orange, NJ 07052
Attention: Jamie MacBlane

III. Financial Obligation

10. Upon receipt of a summary of the Department's costs incurred in connection with its oversight functions of this Memorandum of Agreement and for all prior costs associated with the Site, Kodak shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" with NJDEPE Form 062A for the full amount of the Department's oversight costs. Kodak cannot be released from its obligations under this Memorandum of Agreement, until all oversight costs for work performed by the Department, are paid.

11. Beginning three hundred sixty-five (365) calendar days after the effective date of this Memorandum of Agreement, and annually thereafter on that same calendar day, Kodak shall submit to the Department a summary of all monies spent to date pursuant to this Memorandum of Agreement, the estimated costs of all future expenditures required to comply with this Memorandum of Agreement (including any operation and maintenance costs), and the reason for any changes from the previous cost review Kodak submitted.

IV. Reservation of Rights

12. The Department reserves the right to unilaterally terminate this Memorandum of Agreement in the event that Kodak violates any terms or fails to meet the obligations of this Memorandum of Agreement or in the event that the Site becomes a high priority for the Department.

13. Nothing herein, including any document the Department issues as agreed to above, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed before, during or after the Department's execution of this Memorandum of Agreement.

V. General Conditions

14. Kodak shall, in addition to any other obligation required by law, notify the Department contact immediately upon knowledge of any condition posing an immediate threat to human health and/or the environment.

15. Kodak shall perform all work conducted pursuant to this Memorandum of Agreement in accordance with prevailing professional standards.

16. Kodak shall conform all actions required by this Memorandum of Agreement with all applicable federal, State and local laws and regulations.

17. Nothing in this Memorandum of Agreement shall relieve Kodak from complying with all other applicable laws and regulations.

18. Kodak shall preserve all potential evidentiary documentation found at the Site, including without limitation, documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could lead to the establishment of the identity of any person which generated, treated, transported, stored or disposed of contaminants at the Site, until written approval is received from the Department to do otherwise. The Department will not cause Kodak to violate any applicable law or regulation through the preservation of such materials.

19. Upon receipt of a written request from the Department, Kodak shall submit to the Department all data and information concerning contamination at the Site, including technical records and contractual documents, and raw sampling and monitoring data, whether or not such data and information was developed pursuant to this Memorandum of Agreement.

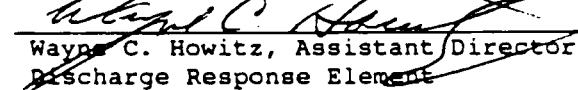
20. This Memorandum of Agreement shall be governed and interpreted under the laws of the State of New Jersey.

21. This Memorandum of Agreement shall be binding, jointly and severally, on each signatory, its successors and assignees. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Memorandum of Agreement.

22. This Memorandum of Agreement shall become effective upon execution hereof by all parties.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

Date: 11/24/92

BY: 
Wayne C. Howitz, Assistant Director
Discharge Response Element

EASTMAN KODAK COMPANY

Date: 11/13/92

BY: 
Signature

Gary P. VanGraafeiland
Print Full Name Signed Above

Senior Vice President, Secretary and General Counsel
Title